

### BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE AGENDA Tuesday, April 10, 2018 - 5:30 PM 215 NW 15th St. (Radiant Church Parking Lot)

The meeting location is accessible to persons with disabilities. A request for an interpreter for the DEAF AND HARD OF HEARING, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

### A. CALL TO ORDER

- B. ROLL CALL/INTRODUCTIONS
- C. ADDITIONS TO AGENDA
- D. PUBLIC COMMENT
- E. OTHER BUSINESS
- E.1 Bike to School Day May 9 Flyer and Waiver Distribution Bike to School Day.pdf LIABILITY RELEASE bike to school.pdf
- E.2 Walking Tour of Oceanview to Nye St MU Path Corridor

- F. COMMITTEE COMMENTS
- G. ADJOURNMENT





# May 9, 2018

Wednesday

Join children and adults around the nation to celebrate the benefits of bicycling!

## All participants will meet at Bike Newport at 7:15am

(150 NW 6th Street - corner of 6th & 101, behind Pro-Build)

Riders will leave promptly at 7:40am to get kids to school on time

All participants are required to wear a bike helmet.

Riders will be escorted by parents, volunteers and the Newport Police Department to Sam Case, Newport Middle School, & Newport High School.

For more information, contact the Newport Recreation Center @ 541-265-7783.

A waiver must be signed by a parent or legal guardian before the start of the event. Waivers will be available at Bike Newport, Newport Recreation Center, or on the City website at: http://newportoregon.gov/dept/par/rec/



#### LIABILITY RELEASE

In consideration of being allowed to participate in the Bike to School Day event or related events, sponsored by the Newport Parks and Recreation Department, I acknowledge, agree and represent for myself, my personal representatives, assigns, heirs and next of kin as follows:

1. That I understand the nature of bicycling activities, and that I and my child are qualified, in good health, and in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted over public roads and facilities open to the public during the activity and upon which the hazards of travel are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. That I will be engaging in activities that involve risk of serious injuries, including permanent disability or death, and severe social and economic losses which might result not only from my actions, inactions or negligence, but also the action, inaction or negligence of others, the rules of play or the condition of the premises or any equipment to be used.

3. That there may be other risks not known or not reasonably foreseeable at this time, and that I assume all risk and accept personal responsibility for damage, injury, permanent disability or death; and further that I release, waive, discharge and covenant not to sue the City of Newport, their officials, employees, agents or volunteers, from any and all liability for any and all claims, losses or damages related to my participation in the Bike to School Day event or related activities.

4. That I will be responsible for my medical costs relating in any way to my participation in the Bike to School Day and related events.

5. That I consent to allow the picture, voice and likeness of myself and/or child(ren) to appear in any documentary, promotional media, television, radio or print film coverage of the Bike to School Day event incidental to my/our participation and without compensation.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a compete and unconditional release of the City of Newport of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.